

**INVITATION FOR BIDS
IFB**

Issue Date: May 29, 2008 IFB# 728-0508

Title: Linen Rental / Laundry Services

Issuing Agency: Commonwealth of Virginia
Northern Va. Mental Health Institute
3302 Gallows Road
Falls Church, Virginia 22042

Using Agency And/Or Location
Where Work Will Be Performed: Commonwealth of Virginia
Northern Va. Mental Health Institute
3302 Gallows Road
Falls Church, Virginia 22042

Period of Contract: From **July 1, 2008** through **June 30, 2010** *(Renewable).

Sealed Bids Will Be Received Until **2:00 p.m., June 13, 2008** For Furnishing Services Described Herein. All Inquiries For Information Should Be Directed To The: Office of Purchasing & Contracting. Phone: 703-207-7115 / 7116. **IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO:**

NORTHERN VIRGINIA MENTAL HEALTH, PURCHASING OFFICE
3302 GALLOWES ROAD, FALLS CHURCH, VIRGINIA 22042

In Compliance With This Invitation For Bids And To all The Conditions Imposed Therein, The Undersigned Offers and Agrees To Furnish Services At The Price(s) Indicated In Section IV, Pricing Schedule.

Name and Address of Firm:		Date:	
		By:	
			Printed Name
		Signature in Ink:	
Zip Code:		Title:	
FEI/FIN No:		Telephone No.:	
Are You A Registered eVA Procurement Vendor? =Yes =No Date Completed:			
Are You A Certified Small, Woman, or Minority Vendor? =Yes =No Certification No.:			

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Each bidder must include the following information with their bids:

- **The Contractor's Emergency Disaster Services Plan**
- **The Contractor's technology/and or methodology used in its exposure control plan**
- **Contractor's scaled lay-out of the physical plant**
- **Contractor's wash formula**
- **Contractor's Quality Control Program**

I. PURPOSE:

The intent and purpose of this Invitation for Bid (IFB) is to solicit bids from qualified contractors in order to establish a firm fixed price term contract for providing Linen Rental / Laundry Services for the Northern Virginia Mental Health Institute (NVMHI), an Agency of the Commonwealth of Virginia. The preferred contractor would have an understanding of the unique requirements of providing services within a general and or psychiatric hospital setting.

The contractor shall provide linen rental laundry services for hospital linen in accordance with the terms and conditions imposed herein. Linen shall be defined as, but not limited to flat sheets, pillowcases, bath towels, wash cloths, knit fitted sheets, thermal blankets, and bedspreads. As requested the Contractor shall also provide laundered services of Agency owned items as defined but not limited to army type thermal blankets.

II. BACKGROUND:

The Northern Virginia Mental Health Institute is a Virginia State Funded Psychiatric Hospital, accredited by the Joint Commission (JC) and located at 3302 Gallows Road, Falls Church, Virginia 22042. The hospital serves severely and persistently mentally ill adults, ages 18-64 and its current average daily census is 125 patients.

Based on hospital accounting poundage reports NVMHI utilized 127,542 lbs. of linen during the 12 month period of January 07 and ending December 07.

III. SCOPE OF WORK:

The Contractor shall provide all labor, equipment, materials, linen carts, supervision and transportation (fuel surcharge) necessary to provide Linen Rental and Laundry Services as described herein. Linen cart casters shall be non-marking type and have the capacity to be lined with an industry standard liner.

LINEN RENTAL SERVICE AND LAUNDERING

Linens described below shall be provided by and remain the property of the Contractor.

Single Flat Sheet – 66 x 115 – White – T180 count Percale 50 x 50
Knit Fit Sheet – 36 x 84 x 16 – 19oz. White
Pillow Case – 42 x 34 – White – T180 count Percale 50 x 50
Bath Towel – 20 x 40 – White – 5.5 lbs. per dozen
Washcloths Stacked – 12 x 12 – 75lbs. per dozen
Thermal Blanket – 66 x 90 – White – 2.5 lbs. 50 x 50
Blue / White Bedspread – 74 x 96 – Rose – 3.6 lbs. – 50 cotton / 50 Poly.

LAUNDERING SERVICES OF AGENCY OWNED GOOD (AOG)

Linens described below shall remain property of the Northern Va. Mental Health Institute.

AOG – Army Type Blanket

General Requirements:

The Contractor shall pick-up soiled linen and carts immediately upon delivery of the clean linens and carts, on a one-to-one exchange basis. Linen carts having contained soiled linen shall be cleaned by the Contractor with a germicidal agent and lined with appropriate liner prior to returning to the agency.

Holidays shall be treated as regularly scheduled delivery days. The contractor shall provide services on all state and federal holidays that fall on a normally scheduled weekday delivery. **The successful contractor shall have the capabilities and will respond to and be on site within 4-6 hours for Emergency Requests of supplies as needed / or requested by NVMHI.**

Pick-Ups and Delivery:

The Contractor shall be responsible for deliveries as follows:

- a. The Contractor shall be responsible for the movement of delivered clean linen from the delivery vehicle to the designated clean linen room. Clean linen shall be covered, e.g. with plastic, to meet Joint Commission requirements.
- b. During the regularly scheduled delivery of clean linen, the Contractor shall collect bagged soiled linens which have been placed by the Agency in linen carts.
- c. The Contractor shall transport soiled linen carts back to delivery vehicle.
- d. The Contractor shall provide adequate manpower to assure timely and responsive delivery and pickup of linen every **Sunday, Wednesday and Friday**. The agency and contractor shall mutually agree to a delivery schedule that shall fall within the hours of 7:00 AM – to 10:30 AM time frame.
- e. The Contractor shall provide a job ticket with each pick-up and delivery to be signed by Agency personnel and delivery driver. The Contractor shall be expected to respond to NVMHI request for additional as needed linen within 4 – 6 hours of phone request from the facility.

Specific Requirements:

Processing:

The Contractor shall process soiled laundry and fold. If the linen is not folded, the laundry

will be returned to the Contractor for refolding.

- a. The Contractor may bulk, bundle or separate clean linen into carts at the Contractor's facility in order to facilitate movement at Agency.
- b. Sheets and pillowcases shall be laundered, dried, flat pressed, folded and bundled or separated in linen carts.
- c. Bedspreads and blankets shall be laundered, dried, folded and bundled or separated in linen carts.
- d. Towels and wash cloths shall be laundered, rough dried, folded side to side and bundled or separated in linen carts.
- e. The Contractor shall treat stains in the least damaging method necessary to remove the stains. NVMHI will not accept items marked as rewash. The contractor shall process items until items can be counted as clean, treated but remains stained; or a rag.

Treated but stained linen items shall be returned to the Agency marked as such. A rag is defined as linen that is hygienically clean but not cosmetically acceptable. Rags should be returned and marked as such. Rag out quantity shall not exceed 5% of total linen inventory.

- f. Any biohazard material found in the soiled linen shall be returned to NVMHI for disposal.

Testing / Inspection:

The Contractor shall provide copies of the results of the following test to NVMHI as requested.

- Zone of Inhibition – monthly microbiological sample testing;
- Titration Analysis – monthly testing to determine the flow and mix of chemicals and water;
- PH Analysis – daily testing to evaluate PH levels in the line.
- Universal Precaution Audits – daily audits regarding compliance with Infection Control Guidelines.
- QA Audits – daily inspection of linen lots to determine percentage of stain to clean linen

Inspections: The successful contractor acknowledges and agrees to allow NVMHI to visit the Contractor's facility upon reasonable notice at any given time during normal working hours, during the performance of any resulting contract.

Ownership of Property:

The Contractor shall ensure that all of the Agency's property is returned to the Agency. The Contractor shall not dispose of damaged or worn items of laundry, but shall separate these

items and return them, laundered and folded, to the owner for inventory control. The Agency will be responsible for the replacement of all damaged, lost or missing items other than those deemed unusable due to normal wear and tear. The charge to the Agency shall not exceed the Contractor's actual cost.

Billing Bases:

The Contractor shall bill the Agency for services rendered based on the dry weight of clean linen delivered to the agency.

Emergency Services:

The Contractor shall have an emergency service plan in place to assure uninterrupted services despite any emergency that may arise during the course of any resulting contract. **Each bidder must provide a copy of such plan with bid packages.** Emergencies may include, but are not limited to the following:

- Weather conditions, such as floods, hurricanes and snow.
- Disasters such as building collapse or fire.
- Labor shortages, strikes, equipment malfunction, water shortage or power outages.
- Epidemics, such as flu or food-borne illnesses.

Contract Manager:

The Contractor shall identify and designate a contract manager in writing to include means of contact (fax, phone, cellular, pager) to NVMHI to resolve all performance, billing, and other such issues that may arise during the performance of any resulting contract.

Physical Plant:

The Contractor shall have a physical plant designed and equipped including ventilation/exhaust systems, to assure complete separation of soiled and clean linen at all times to prevent cross contamination. Traffic patterns shall be such that the soiled and clean linen never occupy the same area. Clean linen shall be packaged or adequately covered to provide protection from dust, dirt and soiling. **Written documentation of technology/and or methology used in the exposure control plan, as well as a scaled lay-out of the physical plant shall be provided to NVMHI with bid documents. The Contract shall provide NVMHI with a copy of their wash formula as part of their bid documentation.**

Quality Control:

The Contractor shall have a Quality Control Program in place to assure quality services to NVMHI and shall provide NVMHI a copy of this program. Such quality controls shall meet the requirements of the Joint Commission.

Customer Reference List:

The Contractor shall provide a “**current customer list**” containing contact names and telephone numbers in which similar services are being provided – preferably in a hospital setting.

HAAA Compliance:

The Contractor shall comply with privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) when exposed to or provided with Contracting Agency client data considered to be Protected Health Information. The Contractor shall be expected, if requested by the Contracting Agency, to execute a HIPAA Business Associate Contract Agreement.

IV. REQUIRED GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 - 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs**
- 1. Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless

reduced to writing and signed by the parties.

- I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the

payment received for work performed by the subcontractor(s) under the contract; or

- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equal product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.

3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-

procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Z. **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation **only when designated “SET-ASIDE FOR SMALL BUSINESSES”** in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. DMBE-certified women- and minority-owned businesses are also considered small businesses when they have received DMBE small business certification. Small businesses must be certified by DMBE not later than the solicitation due date.

V. SPECIAL TERMS AND CONDITIONS

ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Northern Virginia Mental Health will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

AWARD: NVMHI will make the award on a lump sum basis to the lowest responsive and responsible bidder as determined by Bid Prices, Reference and Experience. Consideration will be given to price, previous experience and the ability to render required services. The purchasing office reserves the right to conduct any test it deems necessary in order to assist in evaluation of each bidder. NVMHI also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

BID ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for (90) days. At the end of the (90) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 30 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation

INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for three (3) one year successive periods under the terms and conditions of the original contract except as stated in below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the **OTHER SERVICES** category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

VI. METHOD OF PAYMENT:

The Contractor shall be paid on the basis of proper invoices being submitted and received. The agency will be invoiced monthly. All invoices shall be prepared in triplicate, itemizing all deliveries, indicating number of pounds processed per invoice per period.

All invoices shall be submitted to:

Northern Virginia Mental Health Institute
3302 Gallows Road
Falls Church, Virginia 22042
Attn: Accounts Payable

VII. PRICING SCHEDULE:

The Bidder acknowledges the unique requirements of this bid document and agrees to provide services described herein in compliance with all terms and conditions at the following FIRM FIXED PRICE, these prices shall be firm fixed pricing for the first 24 months of any awarded contract. The prices shall include replacement of items needed and fuel sur-charges.

\$_____ Price per each Agency Owned Army Type Blankets

\$_____ Price per pound, Flat Sheets

\$_____ Price per pound, Pillowcase

\$_____ Price per pound, Bath Towel

\$_____ Price per pound, Washcloths

\$_____ Price per pound, Knit Fitted Sheets

\$_____ Price per pound, Thermal Blanket

\$_____ Price per pound, Bed Spread

**** For evaluation purposes the bidder shall complete the following scenario to assist NVMHI in determining the overall low bidder.**

38 each Agency owned Army Type Blankets @ \$_____ per each = _____

400lbs. of Flat Sheets @ \$_____ per lb. = _____

1060lbs. of Pillow Cases @ \$_____ per lb. = _____

4800lbs. of Bath Towels @ \$_____ per lb. = _____

5400lbs. of Washcloths @ \$_____ per lb. = _____

610lbs. of Knit Flat Sheets @ \$_____ per lb. = _____

650lbs. of Thermal Blankets @ \$_____ per lb. = _____

38lbs. of Bed Spread @ \$_____ per lb. = _____

OVERALL TOTAL OF ALL FIGURE ABOVE \$ _____

ATTACHMENT (A)

INVENTORY OF CONTRACTOR EQUIPMENT

Laundry Equipment:

Indicate below all laundry processing equipment currently in operation at your firm.

DESCRIPTION	QUANTITY	CAPACITY	AGE OF EQUIPMENT
WASHERS			
DRYERS			
EXTRACTORS			
IND. SCALE			
PRESSERS/IRONERS			
FOLDING MACHINE			
FORM PRESSERS			
LIGHT TABLE			
OTHER			

VEHICLES:

Indicate below all vehicles currently in operation that will be used in providing this service:

MAKE	MODEL	QUANTITY	YEAR	CAPACITY

ATTACHMENT (B)

REFERENCE SHEET

To Be Completed by Bidder

1. **Qualifaction of Bidder:** The Bidder must have the capabilities and capacities in all respects to fully satisfy all of the contractual requirements.
2. **Years in Business:** Indicate the length of time you have been in business providing this type of service: _____years _____months.
3. **Number of Full Time Employees** currently employed by your firm: _____
3. **References:** Indicate below a list of at least three (3) current references for whom you have provided hospital/healthcare laundry and linen services. Include period of performance, name and address, phone and contact person.

Period of Performance	Client Name & Address	Contact Person & Phone